

# **NOTIFICATION OF ADDENDUM**

## **ADDENDUM NO. 1**

**DATED 7/28/2010**

<b>Control</b>	<b>0914-22-050</b>
<b>Project</b>	<b>BR 2005(214)</b>
<b>Highway</b>	<b>CR</b>
<b>County</b>	<b>CALDWELL</b>

Ladies/Gentlemen:

Attached please find an addendum on the above captioned project. Included in the attachment is an addendum notification which details the changes and the respective proposal pages which were added and/or changed.

Except for new bid insert pages, it is unnecessary to return any of the pages attached.

Bid insert pages must be returned with the bid proposal submitted to the Department, unless your firm is submitting a bid using a computer print out. The computer print out must be changed to reflect the new bid item information.

Contractors and material suppliers, etc. who have previously been furnished informational proposals are not being furnished a copy of the addendum. If you have a subcontractor on the above project, please advise them of this addendum. Acknowledgment of this addendum is not requested if your company has been issued a proposal stamped "This Proposal Issued for Informational Purposes."

You are required to acknowledge receipt of this addendum on the Addendum Acknowledgement form contained in your bid proposal by placing a mark in the box next to the respective addendum.

Failure to Acknowledge receipt of this addendum in your bid proposal will result in your bid not being read.

SUBJECT: PLANS AND PROPOSAL ADDENDUMS

PROJECT: BR 2005(214)

CONTROL: 0914-22-050

COUNTY: CALDWELL

LETTING: 08/10/2010

REFERENCE NO: 0726

**PROPOSAL ADDENDUMS**

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\_ PROPOSAL COVER

\_ BID INSERTS (SH. NO.:

\_ GENERAL NOTES (SH. NO.:

X SPEC LIST (SH. NO.: 2 OF 3.

X SPECIAL PROVISIONS:

ADDED: 008---070

DELETED:

\_ SPECIAL SPECIFICATIONS:

ADDED:

DELETED:

X OTHER: SEE CHANGES BELOW.

DESCRIPTION OF ABOVE CHANGES

(INCLUDING PLANS SHEET CHANGES)

PROPOSAL:

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SPEC LIST -

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ADDED SPECIAL PROVISION 008---070 TO SPEC LIST.

CONTROL : 0914-22-050  
PROJECT : BR 2005(214)  
HIGHWAY : CR  
COUNTY : CALDWELL

TEXAS DEPARTMENT OF TRANSPORTATION

**GOVERNING SPECIFICATIONS AND SPECIAL PROVISIONS**

ALL SPECIFICATIONS AND SPECIAL PROVISIONS APPLICABLE TO THIS PROJECT  
ARE IDENTIFIED AS FOLLOWS:

STANDARD SPECIFICATIONS: ADOPTED BY THE TEXAS DEPARTMENT OF  
----- TRANSPORTATION JUNE 1, 2004.  
STANDARD SPECIFICATIONS ARE INCORPORATED  
INTO THE CONTRACT BY REFERENCE.

ITEMS 1 TO 9 INCL., GENERAL REQUIREMENTS AND COVENANTS  
ITEM 100 PREPARING RIGHT OF WAY (103)  
ITEM 110 EXCAVATION (132)  
ITEM 132 EMBANKMENT (100)(204)(210)(400)  
ITEM 160 TOPSOIL  
ITEM 164 SEEDING FOR EROSION CONTROL (166)(168)  
ITEM 168 VEGETATIVE WATERING  
ITEM 247 FLEXIBLE BASE (204)(210)  
ITEM 416 DRILLED SHAFT FOUNDATIONS (420)(421)(440)(448)  
ITEM 420 CONCRETE STRUCTURES (400)(421)(426)(427)(440)(448)  
ITEM 422 REINFORCED CONCRETE SLAB (420)(421)(424)(426)(440)  
ITEM 425 PRECAST PRESTRESSED CONCRETE STRUCTURAL MEMBERS (420)  
(421)(424)(426)(427)(434)(440)(442)  
ITEM 428 CONCRETE SURFACE TREATMENT (427)  
ITEM 432 RIPRAP  
ITEM 450 RAILING (420)(421)(440)  
ITEM 454 BRIDGE EXPANSION JOINTS (442)  
ITEM 496 REMOVING STRUCTURES  
ITEM 497 SALE OF SALVAGEABLE MATERIAL  
ITEM 500 MOBILIZATION  
ITEM 502 BARRICADES, SIGNS, AND TRAFFIC HANDLING  
ITEM 506 TEMPORARY EROSION, SEDIMENTATION, AND ENVIRONMENTAL  
CONTROLS  
ITEM 540 METAL BEAM GUARD FENCE (421)(445)(529)(544)  
ITEM 544 GUARDRAIL END TREATMENTS  
ITEM 658 DELINEATOR AND OBJECT MARKER ASSEMBLIES (445)

SPECIAL PROVISIONS: SPECIAL PROVISIONS WILL GOVERN AND TAKE  
----- PRECEDENCE OVER THE SPECIFICATIONS ENUMERATED

HEREON WHEREVER IN CONFLICT THEREWITH.

REQUIRED CONTRACT PROVISIONS, FEDERAL-AID CONSTRUCTION CONTRACTS  
(FORM FHWA 1273, MARCH, 1994)

WAGE RATES

SPECIAL PROVISION "PARTNERING" (000---002)  
SPECIAL PROVISION "NOTICE TO ALL BIDDERS" (000---003)  
SPECIAL PROVISION "NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO  
ENSURE EQUAL EMPLOYMENT OPPORTUNITY" (000---004)  
SPECIAL PROVISION "STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY  
CONSTRUCTION CONTRACT SPECIFICATIONS" (000---006)  
SPECIAL PROVISION "CERTIFICATION OF NONDISCRIMINATION IN EMPLOYMENT"  
(000---009)  
SPECIAL PROVISION "DEPARTMENT DIVISION MAILING AND PHYSICAL ADDRESS"  
(000---011)  
SPECIAL PROVISION "DISADVANTAGED BUSINESS ENTERPRISE IN FEDERAL-AID  
CONSTRUCTION" (000---461)  
SPECIAL PROVISION "NOTICE OF CHANGES TO U.S. DEPARTMENT OF LABOR  
REQUIRED PAYROLL INFORMATION" (000--1483)  
SPECIAL PROVISION "SCHEDULE OF LIQUIDATED DAMAGES" (000--1493)  
SPECIAL PROVISION "ON-THE-JOB TRAINING PROGRAM" (000--1676)  
SPECIAL PROVISION TO ITEM 1 (001---011)  
SPECIAL PROVISION TO ITEM 2 (002---017)  
SPECIAL PROVISION TO ITEM 3 (003---033)  
SPECIAL PROVISION TO ITEM 4 (004---017)  
SPECIAL PROVISION TO ITEM 5 (005---004)  
SPECIAL PROVISION TO ITEM 6 (006---030)  
SPECIAL PROVISIONS TO ITEM 7 (007---213)(007---639)  
SPECIAL PROVISIONS TO ITEM 8 (008---006)(008---070)(008---119)  
SPECIAL PROVISIONS TO ITEM 9 (009---009)(009---015)  
SPECIAL PROVISION TO ITEM 100 (100---002)  
SPECIAL PROVISION TO ITEM 164 (164---002)  
SPECIAL PROVISION TO ITEM 166 (166---001)  
SPECIAL PROVISION TO ITEM 247 (247---033)  
SPECIAL PROVISION TO ITEM 420 (420---002)  
SPECIAL PROVISION TO ITEM 421 (421---035)  
SPECIAL PROVISION TO ITEM 424 (424---002)  
SPECIAL PROVISION TO ITEM 425 (425---001)  
SPECIAL PROVISION TO ITEM 428 (428---001)  
SPECIAL PROVISION TO ITEM 434 (434---003)  
SPECIAL PROVISION TO ITEM 440 (440---002)  
SPECIAL PROVISION TO ITEM 442 (442---016)  
SPECIAL PROVISION TO ITEM 448 (448---002)  
SPECIAL PROVISION TO ITEM 450 (450---001)  
SPECIAL PROVISION TO ITEM 500 (500---005)  
SPECIAL PROVISION TO ITEM 502 (502---033)  
SPECIAL PROVISION TO ITEM 506 (506---011)  
SPECIAL PROVISION TO ITEM 540 (540---015)  
SPECIAL PROVISION TO ITEM 544 (544---001)

SPECIAL SPECIFICATIONS:

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GENERAL: THE ABOVE-LISTED SPECIFICATION ITEMS ARE THOSE UNDER WHICH  
----- PAYMENT IS TO BE MADE. THESE, TOGETHER WITH SUCH OTHER  
PERTINENT ITEMS, IF ANY, AS MAY BE REFERRED TO IN THE ABOVE-  
LISTED SPECIFICATION ITEMS, AND INCLUDING THE SPECIAL  
PROVISIONS LISTED ABOVE, CONSTITUTE THE COMPLETE SPECIFI-  
CATIONS FOR THIS PROJECT.

## **SPECIAL PROVISION**

**008---070**

### **Prosecution and Progress**

For this project, Item 008, "Prosecution and Progress," of the Standard Specifications, is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

This Item is supplemented by the following:

#### **8.11. Incentive Using Road-User Cost or Contract Administration Liquidated**

**Damage Values and Disincentive Using Road-User Cost.** This special provision is for the application of incentives and disincentives as follows:

- incentives for early Contract completion using contract administration liquidated damage or substantial completion of work ahead of time using daily road-user cost values as basis and
- disincentives for late substantial completion of work using daily road-user costs.

Incentive provisions, based on contract administration liquidated damages, will apply when shown on the plans. Incentive provisions, based on road-user cost, will apply when shown on the plans. Disincentive provisions, based on road-user cost, will apply when road-user cost incentive provisions are shown on the plans. The disincentive provisions, based on road-user cost, will also apply when shown separately on the plans (without an associated road-user cost incentive). Definitions are as follows:

- **Contract Completion** - The final acceptance date (day) unless performance, establishment and maintenance periods occur. In the case of performance, establishment and maintenance periods, completion shall be considered when all work is complete and accepted except for performance, establishment and maintenance periods, with time computed to the suspension of time charges for the acceptance process.
- **Substantial Completion of Work** - The date (day) when all project work (or the work for a specified milestone or phase) requiring lane or shoulder closures or obstructions is completed, and traffic is following the lane arrangement as shown on the plans for the finished roadway (or the specified milestone or phase of work); all pavement construction and resurfacing are complete; and traffic control devices and pavement markings are in their final position (or as called for on the plans for the specified milestone of work). The Engineer may make an exception for permanent pavement markings provided the lack of markings does not cause a disruption to traffic flow or an unsafe condition for the traveling public, and work zone pavement markings are in place.

When A + B Bidding provisions are included in the Contract, the B working days bid will be considered as the time allowed for completion, contract or substantial as applicable. In addition, the plans will show either the number of working days or a specific date for the purposes of computing substantial completion incentives or disincentives.

Time charge adjustments will be made in accordance with the schedule required to meet Article 8.1, "Prosecution of Work" and Article 8.2, "Progress Schedules," the proposal, and the plans. For Contracts with milestone dates, time charges for the completion incentives and disincentives will not be adjusted for weather, weekends, holidays, or other unforeseeable events not under the control or responsibility of the Department. However, time charges for completion incentives or disincentives may be adjusted by the Engineer when;

- work, under the control of the Department, such as extension of limits or changes in scope, change the actual duration of completion,
- delays occur due to unadjusted utilities or unclear right-of-way when clearance is not the responsibility of the Contractor, or
- catastrophic events occur, such as a declared state of emergency or natural disaster, if the event directly affects the Contractor's prosecution.

**A. Incentives.** When shown on the plans and in accordance with the Contract, the Department will pay an incentive for the early Contract completion or substantial completion of work under the number of working days stipulated in the Contract. The maximum number of working days used in computing the credit will be 30 days for each milestone and Contract completion incentive unless otherwise shown in the Contract. The amount of the credit will be added to money due or to become due to the Contractor.

- 1. Early Contract Completion Incentive.** The incentive will be based on the difference between the actual early Contract completion days and the Contract completion days in the Contract. The difference will then be multiplied by the daily contract administration liquidated damage value shown in the proposal.
- 2. Early Substantial Completion of Work Incentive.** The incentive will be based on the differences between the actual early substantial completion of work and the Contract days allowed to substantially complete the work (or the specified milestone or phase of work). The difference will then be multiplied by the daily road-user cost values specified for substantial Contract completion (or road-user cost specified for the corresponding milestone or phase of work).

**B. Disincentives for Failure to Substantially Complete Work on Time.** When shown on the plans and in accordance with the Contract, failure to substantially complete the work (or specified milestone or phase of work) within the established number of working days will result in the assessment of disincentives using the daily road-user cost shown on the plans for each working day in excess of those allowed. The road-user cost disincentive

deductions will be in addition to any Contract administration liquidated damages, in accordance with Article 8.5, "Failure to Complete Work on Time." The amount of the disincentive will be deducted from money due or to become due to the Contractor. The road-user cost disincentives will be assessed not as a penalty, but for added expense incurred by the traveling public.